

EXHIBIT F

Deed

Return Address

Document Title(s) (or transactions contained therein):

1. Special Warranty Deed
- 2.

Reference Number(s) of Documents assigned or released:
(on page ___ of documents(s))

Grantor(s) (Last name first, then first name and initials):
City of Everett, a municipal corporation of the state of Washington

Grantee(s) (Last name first, then first name and initials):
OliverMcMillan, LLC, a California limited liability company

Legal description (abbreviated: i.e., lot, block, plat or section, township, range)

☐ Full legal is on page ___ of document.

Assessor's Property Tax Parcel/Account Number

SPECIAL WARRANTY DEED

GRANTOR, CITY OF EVERETT, a municipal corporation of the state of Washington, for and in consideration of One Dollar and other good and valuable consideration in hand paid, bargains, sells and conveys to OLIVERMCMILLAN, LLC, a California limited liability company, the following-described real property situated in Snohomish County, Washington, subject to the terms and conditions set forth in that certain Property Disposition Agreement between Grantor and Grantee dated _____, 2007 (the "Agreement"):

[Legal Description]

SUBJECT ONLY TO those matters described on Schedule A, attached hereto and incorporated herein by this reference [which shall include all Permitted Exceptions, including the Property Disposition Agreement].

Grantor expressly limits the covenants of this Deed to those expressed herein and excludes all covenants arising or to arise by statutory or other implication, and does hereby covenant that against all persons whomsoever lawfully claiming or to claim by, through or under Grantor and not otherwise, Grantor will forever warrant and defend the real property described herein.

The Agreement includes, among other things, express rights to repurchase, an option to repurchase and rights of reverter, each of which shall be effective upon the occurrence of one or more breaches of the Agreement, including (without limitation) a failure to commence or complete certain construction and other performance obligations, an abandonment or suspension of development, and an unauthorized assignment or transfer of rights under the Agreement, all as more specifically set forth in the Agreement. Nothing in this Deed is intended to or shall impair, limit or expand any of the rights set forth in the Agreement, specifically including, without limitation, the repurchase, option and reverter rights set forth and described in Section 17 of the Agreement. Furthermore, Grantor acknowledges that upon Grantor's execution and delivery of a Partial or Final Certificate of Completion as contemplated by the Agreement, the real property described in the Partial or Final Certificate of Completion, as the case may be, shall no longer be subject to the rights to repurchase, option to repurchase and rights of reverter described in the Agreement and referenced herein, and Grantor agrees to take all actions appropriate to confirm any and all such relinquishments and releases on title to the land described in such Certificate of

Completion. In the event of any conflict between the provisions of this Deed and the Agreement, the provisions of the Agreement shall control.

DATED this _____ day of _____, 20__.

CITY OF EVERETT, a Washington municipal corporation ("Grantor")

By _____
Ray Stephanson, Mayor

ATTEST:

By _____
Sharon Marks, City Clerk

APPROVED AS TO FORM:

By _____
Elmer E. "Ned" Johnston, City Attorney

Accepted and agreed to:

OLIVERMCMILLAN, LLC, a Delaware limited liability company ("Grantee")

By: _____

Its: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the person who signed as _____ of the CITY OF EVERETT, the municipal corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that _____ was duly qualified and acting as the _____ of the corporation, that _____ was authorized to execute said instrument.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.

(Signature of Notary)

(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State
of Washington, residing at _____.
My appointment expires: _____.

STATE OF WASHINGTON)) ss.
COUNTY OF _____)

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.

(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State
of Washington, residing at _____.
My appointment expires: _____